BG/NSC- 2:55 Latch.

Ambuj Sharma.

NABARD, Const n of Road from Banda to

Bardag



बिहार BIHAR

2606 - 39 - 30 No x12 Nu लक्ष्मण प्रसाद अग्रवाल गुद्धांका -बिकेत्र कोर्ट कम्पाउन्ड, गया Fla 70-82/G/87

## <u>PERFORMANCE BANK GUARANTEE</u>

To

THE EXECUTIVE ENGINEER

R.W.D. Works Division ,SHERGHATI

Gaya

Dear Sir,

146519 IUPER 0087 Bank Guarantee No. -

Amount of Guarantee - Rs. 2,56,000/- (Two Lakh Fifty Six Thousand Only) Guarantee covered from - 29/07/2019

Last date of lodgments of claim -28/07/2020

WHEREAS AMBUJ SHARMA, MAGADH COLONY, ROAD NO.2, DIST-GAYA [name and address of Agency] (hereafter called "the Agency") has undertaken, in pursuance of Contract \_ dated 23/06/2017 to execute CONSTRUCTION OF ROAD FROM BANDA TO BARDAG UNDER MOHANPUR [name of Contract and brief description of Works] (hereinafter called "the Contract")

कुतं आन्या वैक/For Andhra Bank

गवा शासा / Gaya Branch



😘 कृते आन्ध्रा बैंक / For Andhra Bank

वरिष्ठ शाखा फ्रांबक / Sr. Branch Manager गया शाखा / Gaya Branch

Bank Guarantee No. - 14651916PEROOST

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee :

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Agency, up to a total of Rs. 2,56,000/- [amount of guarantee]\* (Rs Two Lakh Fifty Six Thousand Only) (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. 2,56,000/- (Rs.Two Lakh Fifty Six Thousand Only) [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between your and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Nothwithstanding anything contained herein:

- 1.Our liability under the Bank Guarantee shall not exceed Rs.2,56,000/-(Rs. Two Lakh Fifty Six Thousand Only).
- 2. This Bank guarantee shall be valid upto 28/07/2020
- 3. We are liable to pay guaranteed amount or any part thereof under this guaranteed amount or any part thereof under this guarantee only and if you serve upon us a written claim or demand on or before 28/07/2020 along with the Original Bank Guarantee.
- 4. Advances to be received against the said Bank Guarantee, if any, is to be routed through the customer's account maintained with Andhra Bank.

Signature and Seal of the guarantor			
Name of Bank Address Date _29/07/2019	कृतें आन्ध्र वैक/For Anders है अदि/ट्रिक्स अधिकारी/Officer गवा शाला/Gaya Branch		कृते आन्ध्रा बैंक / For Andhra Bank बरिष्ठ शाखा प्रमंदि / Sr. Branch Manager गया शाखा / Gaya Branch